

MINUTE ITEM

20. TIMBER TRESPASS, MENDOCINO COUNTY, EARL J. SNIDER - S.W.O. 7293.

After consideration of Calendar Item 20 attached, and upon motion duly made and unanimously carried, the following resolution was adopted:

THE COMMISSION APPROVES A COMPROMISE SETTLEMENT WITH EARL SNIDER AT THE FIGURE OF \$3,037 AS FULL PAYMENT FOR DAMAGES OCCURRING BY REASON OF A TIMBER TRESPASS BY HIM ON STATE LAND UNDER THE JURISDICTION OF THE COMMISSION, DESCRIBED AS THE SE $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 30, T. 5 S., R. 3 E., H.M., AND THE EXECUTIVE OFFICER IS AUTHORIZED TO EXECUTE AN AGREEMENT WHICH MEETS THE APPROVAL OF THE ATTORNEY GENERAL'S OFFICE FOR THE PURPOSE OF RELEASING EARL SNIDER, UPON PAYMENT TO THE COMMISSION OF THE SUM OF \$3,037, FROM THE CLAIM FOR DAMAGES OCCURRING AS THE RESULT OF THE AFORE- SAID TRESPASS.

Attachment

Calendar Item 20 (2 pages)

CALENDAR ITEM

20.

TIMBER TRESPASS, MENDOCINO COUNTY, EARL J. SNIDER - S.W.O. 7293.

As the result of information received which indicated a possible timber-cutting trespass on State land in Mendocino County, a complete investigation was undertaken by the staff. The land involved is described as the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 30, T. 5 S., R. 3 E., H.M., containing 40 acres in Mendocino County. This land was listed (conveyed) to the State by the United States on September 27, 1956, as indemnity for loss to the School Land Grant. The aforementioned investigation resulted in the finding that the timber-cutting trespass had been committed by Mr. Earl Snider, presently of Turlock, California, between September 27, 1956 (date of acquisition by the State), and July 1, 1957. An admission of this trespass during the above-named period is contained in a letter dated September 21, 1959, signed by Mr. Earl J. Snider.

Having determined the party responsible for the trespass, the appraisal staff undertook a stump cruise to determine the volume of timber removed and to determine such other damage as may have been suffered by the State as the result of the trespass. The damages are summarized as follows:

Timber removed - 542,322 B.F. of Douglas Fir at \$8 per M	\$ 4,338.58
Logging damage, skid road construction, land erosion	600.00
Detraction from salability of land	1,000.00
Cost to State for trespass investigation, cruise and appraisal	2,079.82
TOTAL	\$ 8,018.40

After two meetings with Mr. Earl Snider and his brother, Stuart Snider, a claim for damages in the amount of \$8,018.40 was directed to Mr. Earl Snider in a letter dated January 4, 1960. Subsequently, another meeting was held on March 17, 1960, for the principal purpose of reviewing the financial status of Earl Snider and his apparent inability to meet any reasonable cash settlement.

From these meetings and confirmation by independent review, it was concluded that Earl Snider himself was unable to make any cash settlement with the State, and that any cash offer made by him would be the result of monies advanced by his brother and two sons.

The matter has been reviewed thoroughly with representatives of the Attorney General's office and it has been concluded that if the State proceeds with a court action to obtain a judgment against Mr. Snider for the full amount of the claim, the State would probably be unable to collect anything in fact, in addition to having incurred litigation costs.

Several affidavits have been received from individuals directly or indirectly involved in the transaction indicating that the trespass was not purposeful but rather a combination of circumstances in which Mr. Snider performed in good faith, but unknowingly trespassed. Accordingly, pursuant to the provisions of Section 3346 of the Civil Code of the State of California, the staff considers that a claim for single damages only is proper.

CALENDAR ITEM 20. (CONTD.)

A meeting was held between the staff and Mr. Earl Snider as recently as September 20, 1960, in an attempt to negotiate a larger cash settlement for the State. However, it was stated clearly by Mr. Snider that the offer of \$3,037 is final and that under no circumstances could he settle for an amount in excess of this offer. This was confirmed by letter dated September 23, 1960 from Mr. Snider to the State Lands Division.

IT IS RECOMMENDED THAT THE COMMISSION APPROVE A COMPROMISE SETTLEMENT WITH EARL SNIDER AT THE FIGURE OF \$3,037 AS FULL PAYMENT FOR DAMAGES OCCURRING BY REASON OF A TIMBER TRESPASS BY HIM ON STATE LAND UNDER THE JURISDICTION OF THE COMMISSION, DESCRIBED AS THE SE $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 30, T. 5 S., R. 3 E., H.M., AND AUTHORIZE THE EXECUTIVE OFFICER TO EXECUTE AN AGREEMENT WHICH MEETS THE APPROVAL OF THE ATTORNEY GENERAL'S OFFICE FOR THE PURPOSE OF RELEASING EARL SNIDER, UPON PAYMENT TO THE COMMISSION OF THE SUM OF \$3,037, FROM THE CLAIM FOR DAMAGES OCCURRING AS THE RESULT OF THE AFORESAID TRESPASS.